

1907-030 Chancery Causes: C. D. Orr vs. John R. Hall
Lee Co.

CA-Contract Dispute
T-Property

To the Honorable H.A.W. Skeen, Judge of the Circuit Court of Lee County Virginia:

Your Complainant C.D. Orr would respectfully represent and show unto your honor that he on the first day of March 1905, entered into a contract with one John R. Hall, and leased to him, a tract or parcel of land lying in Lee County Va. and said contract is filed h^{ere} herewith and made a part of this bill and asked to be so treated, and marked "Contract".

Your honor will see from said contract that said Hall was to clear ten acres of land by the first day of June 1906, and that he was to burn timber, and peel tan bark and make Cross ties, and divide the proceeds of sale equally, and that your Complainant was to have the privilege of planting said land in fruit trees, and said Hall was to take care of them, and enclose said land with a good fence.

Now your complainant alleges that the said John R. Hall has violated and forfeited his contract in every particular, in this that he has not cleared the ten acres by the first of June 1906, but only cleared about three acres; that he has not put the same under good fence; that he moved off of said premises, and is trying to still claim said lease, and the possession thereof and forbids your Complainant from entering into the possession of said land to plant ^{fr}it trees.

Your Complainant alleges that said defendant Hall, is trespassing on his lands continually, by making path-ways and over the same, and when notified and admonished not to do so, he makes threats against the person and property of your complainant, and swears that he will go and do as he pleases, and your Complainant has had to have him bound to the peace, as he is a very dangerous man. Your Complainant alleges that the defendant is continually threatening and attempting to commit waste on your Complainants premises, by going over his lands and threatening to again take possession of the said lease, that he has already forfeited and surrendered possession of; that he threatens to cut and destroy more timber, and otherwise, injure and trespass on your complainants said premises. Said Hall has moved to the town of Dryden, but attempts to continue to exercise acts of ownership and possession of your Complainants said land. Your Complainant alleges that the said Hall is wholly insolvent, and not responsible for one cent in damages. *that said contract of lease should be declared forfeited, cancelled and annulled, so no amount of damages could be collected for breach of Contract*

Your Complainant alleges that the defendant John R. Hall should be enjoined and restrained from in any way interfering with him in the possession and enjoyment of his said land that has been forfeited by failure to comply with contract; that said defendant should be enjoined from preventing your complainant, to plant fruit trees on said cleared premises; that he should be enjoined from cutting and destroying any more timber on your Complainants said premises, or pretending to clear any more of the said lease and committing waste thereon, and trespassing on your said complainants premises, on the lease and other wise.

In tender consideration of which and forasmuch as your complainant is remediless in the premises ~~####~~ save by the aid of a court of equity, your complainant prays that the said John R. Hall be made a party defendant to this bill and answer the same, but not on oath that being waived; that your honor grant an injunction, enjoining and restraining the said John R. Hall from committing any waste on your complainants premises, by cutting timber pretending to clear land or in any other way; that he be inhibited and enjoined from passing over your complainants land, and from in any way interfering with your complainant in planting out fruit trees on said leased premises, and that he be prevented from destroying or in any ¹⁰⁰⁴ injuring any fruit trees that have been planted in the boundary enclosed by said premises claimed to have been leased; and that said Contract be declared forfeited if necessary to the end that justice may be granted, and your complainant prays for all other and general relief that the nature of his case may require or to equity seem meet, and he will ever pray and &c.

M. G. Ely P. Q.

Virginia, Lee County to wit:

I, H. C. Joslyn, a Justice of the peace in and for the county aforesaid do certify that M. G. Ely, personally appeared before me and made oath that the statements made in the foregoing bill made from his own knowledge are true, and those made from information derived from others he believes them to be true. Given under my hand this the 8th day of January, 1907.

H. C. Joslyn J. P.

This Contract made this the first day
day of march 1905 by & between G. H. Orr
of the first part & John R Hall of the
second part. Witnesseth that the party
of the first part agrees to lease to the
party of the second part as much as ten
acres of land, and the party of the second
part agrees to clear said land & burn timber
on said land, except such timber as he
can mark into ties or fuel for bark & he is
to make ties & fuel bark & market it &
divide money equally with party of first
part, Party of second part is to clear
said land by the first of June 1906
& have three crops off of same for
clearing it, & he is to have said land
under good fence, Party of first
part is to have permission to plant
fruit trees on said land & party of
second part is to care for them
& not pollard said land so as
to damage said trees. Party of first
part also agrees to rent party of second part
house & garden for twelve months
for the sum of \$1.50 ^{per month} to be
payed monthly witness our hands & seals

G. H. Orr (Seal)
John R Hall (Seal)

Contract

(Contract)

X

C. D. Orr. Puff-
vs. Billin Chauncy
John R. Hall Deft.

1907 1st February Rules
Bill filed, Spa.
executed & D. N.
2nd Feb Rules
D. N. Confirmed &
cause set for
hearing.

Costs:

Cash	\$7.82
Atty.	15.00
Shff.	<u>.50</u>
	\$23.32

L. D. Orr. Plff.

vs. E. E. L. Cheney

John R. Hall. Deft.

This cause came on this day to be heard upon the motion of Deft. to be allowed till ^{the} April rules ¹⁹⁰⁷ to file in answer - and was argued by counsel.

On consideration of which the decree entered in this cause at a former day of this term is set aside as to striking said case from the docket, if said answer is not filed - at the above time, said decree shall remain in full force, and this cause is continued.

C.D. on Pff
vs ~~EE~~ Secer -
John R. Hall. Sept

Entered in
C.D.B. N 8,
page 272.

Entered this

~~H. C. W. S. C. W.~~

Feb. 26 - 1907

C. D. Orr, Plaintiff,
against $\frac{1}{2}$ In Chancery —
John R. Hall, Defendant,

This cause came on this day to be heard
upon the bill of complaint and exhibits filed
therewith, process duly executed on the deft.,
with injunction order endorsed thereon
and was argued counsel,

On consideration of which, the defendant failing
to appear, plead answer and demur, the bill is
taken for confessed, it is therefore adjudged
ordered and decreed, that the lease contract between
plaintiff and defendant dated on the first day of
March 1905, is declared forfeited, cancelled,
annulled and held for naught, and that the
injunction granted in this cause in vacation
on the 9th day of Jan. 1907 — is perpetuated,
and the defendant is hereby forever enjoined
and restrained from going on the lands and
premises of the Plaintiff especially the leased
premises, and a writ of possession is hereby awarded
the plaintiff against the defendant for the leased
premises described in the aforesaid annulled contract,
And the plaintiff recovers of the defendant, the costs of this
suit to taxed by clerk for which execution may issue
in favor of officer of the court, and this cause is stricken
from the docket —

C. D. Orr. Plff
vs. { secue -
John R. Hall. Def

Entered in C.A.B.
#8, page 266 re-

Enter this:

H. A. W. Simon

Jan 25th 1907

C.D.Orr Plaintiff,

Against) In Chancery,

John R.Hall,Defendant,

In vacation at the office of H.A.W.Skeen, Big stone Gap, Va.

January 9'1907.

On motion of the Plaintiff ,an injuction is granted pursaant to the prayer of the bill,enjoining and restraining the defendant John R. Hall,from in any way committing waste and tresspassing on the lands and premises of the plaintiff,and from in any way interfering with the plaintiff in the quiet and peaceable enjoyment ^{of the possession} of the leased premises ,in his right to plant fruit trees thereon and otherwise, and from cutting timber and clearing any more land till the future order of the court;but this injunction is to not take effect till the Complainant or some one for him shall execute bond before the Clerk of the Court in the sum of \$50. conditioned according to law.

To the Clerk of the Circuit Court of Lee County.

H. A. W. Skeen
Judge.

L. D. Orr. Peff
vs. { decree
John R. Hall. Deft.

Entered in C.O.B.
#8, page 248-

Know all Men by these Presents, That we, C. D. Orr & M. G. Ely

are held and firmly bound unto the Commonwealth of Virginia, in the sum of (50.00)
Fifty Dollars,
to the payment whereof, well and truly to be made to the said Commonwealth of Virginia, we bind ourselves
and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly
by these presents. And we hereby waive the benefit of our exemptions as to this obligation, and
also of any claim or right to discharge any liability to the Commonwealth arising under this bond, or by
virtue of said office, post or trust, with coupons detached from the bonds of this State. Sealed with our
seals, and dated this 11th day of January one thousand nine
hundred six.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas the above bound

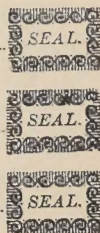
on his bill in chancery against John R. Hall

addressed to the Judge of the Circuit Court of the County of Lee, Va
has obtained from the said Judge an injunction to enjoin and restrain the said Hall from in any
way committing waste, trespassing and going on the lands & premises of the said
Orr, plaintiff, and from in any way interfering with the plaintiff in
the quiet and peaceable enjoyment of the possession of the leased
premises, in his right to make fruit trees thereon and otherwise, and from
cutting timber and clearing any more land,

until the future order of the said court; and whereas it is provided, by the order of the said Judge awarding
the said injunction, that the plaintiff shall not have the benefits thereof until he
or some one for him, shall enter into a bond, with good security, in the clerk's office of the
said court, payable to the Commonwealth of Virginia, in the penalty of Fifty
_____ dollars, and conditioned to pay all such costs as may be awarded against the
said plaintiff, and all such damages as shall be incurred in case the said injunction be dissolved. Now,
therefore, if the said C. D. Orr shall pay all such costs as
may be awarded against him, and all such damages as shall be incurred in case the said injunc-
tion be dissolved, then this obligation to be void, otherwise to remain in full force and virtue.

Executed in the presence of

C. D. Orr
M. G. Ely



In the Clerk's Office of the _____ Court of the _____ of _____
This day personally appeared before me _____, Clerk
of the _____ Court of the _____ of _____
_____, and made oath
that _____ estate, after the payment of all _____ just debts, and those for which he _____ bound
as security for others and expect to have to pay _____ worth the sum of _____
dollars, over and above all exemptions allowed by law.

Given under my hand, this _____ day of _____, 19 _____

Clerk.

C. D. Orr & W. E. Ely

to {

INJUNCTION
BOND.

\$50.00

Commonwealth.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon

John R. Hall

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be held for the said court, on
the *1st* Monday in *Feb'y*, 190*7*, to answer a bill in chancery exhibited against *him*

by C. D. Orr

And have then there this writ. Witness, H. C. T. EWING, Clerk of our said Court, at the court-house, the *11th*
day of *January*, 190*7*, and 1 *31* year of the Commonwealth.

A Copy, Teste:

H. C. T. Ewing, Clerk.

_____, Clerk.

Virginia, Lee County, to-wit:

Bond having been given, the defendant, John R. Hall, is hereby enjoined and restrained from in any way committing wastes, trespassing and going on the lands and premises of the plaintiff and from in any way interfering with C. D. Orr in the quiet and peaceable enjoyment of the possession of the leased premises in his right to plant fruit trees thereon and otherwise, and from cutting timber and clearing any more land till the future order of the Court.

Teste: H. C. G. Ewing, Clerk.

C. D. Orr

VS

}

SUBPOENA
IN
CHANCERY.

John R. Hall

M. C. G. Ewing, p. q

To

Let Ewing

Rules.

Leiswalt

Court.

1907.

Attended by following
copy of the within
to John R. Hall this
Jan 12, 1907
I J. Hughes B. A.
for John R. Hall